

DOCUMENT RESUME

ED 086 140

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TITLE Agreement Between the Faculty Association of  
Adirondack Community College and the Board of  
Trustees of Adirondack Community College.  
INSTITUTION Adirondack Community Coll., Glen Falls, N.Y.  
PUB DATE 1 Sep 72  
NOTE 36p.  
EDRS PRICE MF-\$0.65 HC-\$3.29  
DESCRIPTORS \*Academic Freedom; \*Collective Negotiation;  
\*Community Colleges; \*Contracts; Faculty; Governance;  
\*Higher Education; Negotiation Agreements; Personnel  
Policy; Teacher Welfare  
IDENTIFIERS \*Adirondack Community College

ABSTRACT

This agreement between the Board of Trustees of Adirondack Community College and the faculty association of Adirondack Community Colleges covers the period from September 1, 1972 until August 31, 1974. Articles in the agreement cover recognition, dues deduction, negotiation procedure, academic freedom, professional meetings, initial employment, promotions, professional responsibility, employment contracts, facilities, faculty loads, class size, records and evaluation, leaves, organization and governance, insurance and retirement, salary, and grievance procedures. The miscellaneous provisions include faculty consultation on building programs, college calendar, office hours, and consultation on administrative personnel. (PG)

ED 086140

Adirondack  
Community  
College  
New York NEA/AF  
2 years

# AGREEMENT

Between

THE FACULTY ASSOCIATION OF  
ADIRONDACK COMMUNITY COLLEGE

and

THE BOARD OF TRUSTEES

of

ADIRONDACK COMMUNITY COLLEGE

This Agreement, pages 1 through 34  
constitutes the document mutually  
arrived at by and between the Board of  
Trustees and the Association, and be-  
fore it can be effective, is subject to  
approval and ratification by the appro-  
priate parties described herein.

For the College Negotiation Committee

Merritt E. Scoville, Chairman

For the Association Negotiation Committee

Paul T. Gallipeo, President

U.S. DEPARTMENT OF HEALTH,  
EDUCATION & WELFARE  
NATIONAL INSTITUTE OF  
EDUCATION  
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ATING IT. POINTS OF VIEW OR OPINIONS  
STATED DO NOT NECESSARILY REPRE-  
SENT OFFICIAL NATIONAL INSTITUTE OF  
EDUCATION POSITION OR POLICY

Approved and ratified by the Association: August 31, 1972

Approved and ratified by the Board of Trustees: August 17, 1972

Approved and ratified by Warren County Board of Supervisors:  
September 15, 1972

Approved and ratified by Washington County Board of Supervisors:  
September 15, 1972

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## ARTICLE I - PREAMBLE

A. Under the provisions of Chapter 392 of the Laws of 1967 of the State of New York, and to encourage effective and harmonious working relationships between the Board of Trustees operating through its administrative staff and the professional instructional employees of the College represented by the Faculty Association of Adirondack Community College, and to enable these members of the Faculty Association more fully to participate in, and to contribute to the development of policy recommendations for the College so that the cause of public higher education may best be served in Washington and Warren Counties.

THIS AGREEMENT EFFECTIVE SEPTEMBER 1, 1972, IS MADE AND ENTERED INTO on this 31st day of August 1972, by and between the Board of Trustees and the Association subject to the approval and ratification by the Boards of Supervisors of Washington and Warren Counties and the Faculty Association and shall remain in effect until August 31, 1974 and shall continue in effect, thereafter, as long as mutually agreeable, in writing.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

The Board, on their own and in behalf of the sponsoring Boards of Supervisors and the State University of New York, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon it and vested in it by law and regulation, except as limited by the expressed terms of this Agreement.

As long as the Civil Service Law of New York prohibits strikes by public employees or employee organizations, the Association contractually agrees that it will not cause, assist, instigate, encourage, threaten, condone, participate or engage in any strike against the Employer, or impose an obligation upon any employee to do so. A strike includes any concerted stoppage of work or slow-down of any kind by an employee. The Association will exert its best efforts to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies or duties of the Employer to enforce the provisions of law applicable in the event of a strike.

B. As used in this Agreement, unless otherwise specified, the following terms shall mean:

1. "Academic Year"-- includes two semesters (fall and spring)

beginning not more than one week before the first day of classes of the fall semester and continuing through June.

2. "Administration" - the professional administrative personnel of Adirondack Community College acting in their assigned capacities, including, but not limited to, Dean of Administration, Dean of the College, Dean of Students, Director of Business and Finance, Director of Facilities and Maintenance, Director of Service Programs, Director of Student Center, Coordinator of Occupational Education, Librarian, President, and Registrar.
3. "Association" - The Faculty Association of Adirondack Community College.
4. "Board" - The Board of Trustees of Adirondack Community College.
5. "College" - Adirondack Community College.
6. "Continuing Appointment" - a full-time appointment to a position of full academic rank for an indefinite period, which, once granted, shall not be affected by changes in such rank and shall continue until terminated in accordance with this Contract.
7. "Dean" - the Dean of the College of Adirondack Community College.
8. "Dean of Administration" - the Dean of Administration of Adirondack Community College.
9. "Faculty Member" - any full-time teaching faculty member employed by the College in one of the four faculty ranks on either a term contract or on a continuing contract for the academic year.
10. "Parties" - The Board of Trustees of Adirondack Community College and The Faculty Association of Adirondack Community College.
11. "Personnel Policies" - The Adirondack Community College Personnel Policies.
12. "President" - The President of Adirondack Community College.
13. "Term Contract" - an employment contract for September 1 through June 30.

## ARTICLE II - RECOGNITION

A. The Board of Trustees recognizes the Faculty Association of Adirondack Community College as the exclusive negotiating agent for all full-time faculty who serve the College in academic rank as instructor, assistant professor, associate professor, or professor for the purposes of negotiations regarding the terms and conditions of employment for the academic year and in the settlement of grievances and for all lawful purposes under the laws of the State of New York. This recognition shall extend for the maximum period of unchallenged representation status authorized by law.

## ARTICLE III - DUES DEDUCTION

A. The Board agrees that the College shall deduct membership dues from salary payments as authorized in writing by individual members of the Association and shall forward such payments promptly to the Treasurer of the Association.

B. The Association shall provide on or before August 1, 1972, and on or before August 1, 1973, a certified written schedule of authorized dues deductions. This schedule shall list by names deductions for the contract year. For newly employed faculty who join the Association, a supplemental certified list and schedule of dues deductions, together with the signed authorization forms shall be submitted on or before September 29, 1972 and on or before September 28, 1973.

C. An employee may withdraw his dues deduction authorization at any time by written notice received by the Dean of Administration on or before the first regularly scheduled pay date preceding the pay date the change is to be effected. The employee shall, at the same time, forward a duplicate copy of the written notice also to the Treasurer of the Association. The authorization once revoked may not be reinstated prior to the next September 1.

D. Dues deductions shall be made in 22 consecutive pay periods beginning with the first pay date in September and shall be remitted on or before the 10th of the month following the month in which the dues were collected.

## ARTICLE IV - NEGOTIATION PROCEDURE

A. Upon written request by either party and presented to the other party on or before December 1, 1973, negotiations for a subsequent year(s) Agreement shall commence on a date, time and place mutually agreed upon between the parties but not later than January 1, 1974. After the initial conference between the representatives

of both parties, three weekly meetings shall be scheduled.

1. During the first two regular sessions (following the initial conference) both parties shall present all items to be negotiated. After the third regular session no new issues should be introduced except by mutual agreement. This does not preclude the raising of a new subject during the course of bargaining which might arise as a natural evolution during the negotiating process.
2. Negotiation sessions shall be limited to not more than two hours except that by mutual agreement the conclusion of any particular session may be extended beyond such limit.
3. Following the first three regular sessions, there shall be a four weeks moratorium for consideration of the other party's proposals. During the initial conference or the first three regular sessions, a schedule of weekly meetings shall be determined by mutual agreement and thereafter shall remain in effect until altered by mutual agreement or emergency.
4. Agenda for the next meeting shall be prepared at each meeting.
5. Regular sessions shall be limited to members of the teams except that either party upon notice to the other team at a previous meeting, if possible, may bring in to the session consultants or observers from either negotiating body.
6. The process of tabling or caucusing may be used (tabling shall mean "the temporary suspension of negotiation on a specific item").
7. Once an agreement is reached on any individual article or on any item which stands on its own, it will be initialed by both parties as a tentative agreement.
8. When the negotiating teams reach a final total agreement it shall be submitted to the Association and the Board, and it is understood and agreed that such submission together with accompanying recommendations for adoption will be supported by all the members of the negotiating teams of the respective parties hereto.
9. During the period of negotiations, and (a) prior to reaching an agreement to be submitted to the Board and the Association, or (b) prior to the public recommendations made by a fact-finder under section 209-3-b of the



Civil Service Law (whichever event shall first occur) the proceedings of the negotiations, proposals, counter proposals, and replies, shall not be released to the newspapers, radio or other news media until each party consults with the other with regard to the contents of such release, submitted in writing, and has an opportunity to discuss it with the other party before release.

Both parties recognize it is necessary and desirable to keep the groups they represent informed of the proceedings. It is not intended that this Agreement restrict such efforts, but it is understood that when the respective bodies or committees are informed, it is to be on a confidential basis, and not to be released to the news media.

10. If, during the course of negotiations the parties reach an impasse, or if they have failed to reach an agreement on all topics under negotiation by May 1, the Public Employment Relations Board shall be requested to assist in the resolution of their differences. The date of May 1 may be altered by mutual agreement.

B. Neither of the Parties in the negotiations shall have any control over the selection of the representatives of the other party and each party may select its own representatives. While no formal agreement shall be executed without ratification by the Association, the Board, and the Boards of Supervisors of Washington and Warren Counties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make compromises in the course of negotiations.

C. It is understood and agreed that all of the terms and conditions provided in this Agreement shall remain in full force and effect and binding upon the parties during the life of this Agreement until altered by mutual agreement in writing.

D. If any provision of this Agreement shall be found contrary to law, then such provisions shall not be deemed valid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

E. One copy of this Agreement, when completely ratified, shall be made available by the College to each faculty member. In addition, upon his request, up to ten copies shall be made available by the College to the President of the Association.

#### ARTICLE V - ACADEMIC FREEDOM

A. The teacher is entitled to full freedom in research and in



the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce or cause to be introduced into his teaching controversial matter which has no relation to his subject. This freedom shall apply to the faculty member's recommendation of library books and textbooks within his discipline.

C. The college or university teacher is a citizen, a member of a learned profession, and a faculty member of an educational institution. When he speaks or writes as a citizen he should be free from institutional censorship or discipline.

As a man of learning and a faculty member, he should remember that the public may judge his profession and his institution by his utterances. Hence he should indicate that he is not an institutional spokesman.

D. Except as expressly limited by the terms of this Article, neither the Board, Administration, nor Faculty shall abridge in any way the rights extended to all citizens under the free speech provisions of the Constitution of the United States.

#### ARTICLE VI - PROFESSIONAL MEETINGS, WORKSHOPS, AND CONFERENCES

A. When properly authorized and approved by the appropriate Division Chairman, the Dean, and the President, all necessary and reasonable expenses at professional meetings, workshops and conferences will be reimbursed by the College. For reimbursement for expenses for professional travel outside the State of New York prior approval must be granted by the Board and requests must therefore be processed through the Division Chairman, the Dean and the President in time for presentation to the Board at one of its regular meetings prior to the date of such travel.

B. Reimbursement will be made by the College when proper receipts and a copy of the Request for Travel Authorization bearing the approval of the Division Chairman, the Dean, and the President are submitted to the Dean of Administration together with appropriate receipts for expenditures. For travel outside the State of New York, the last mentioned document must bear the date of Board approval, as well.

## ARTICLE VII - INITIAL EMPLOYMENT

A. The rank of new faculty shall be determined as follows:

1. New faculty will be given rank and will be placed on a salary according to educational background and experience.

2. An earned master's degree or equivalent in the subject for which the appointment is to be made shall be the prerequisite for all appointments as instructor. Professional certificates in his teaching field which require a baccalaureate degree as a prerequisite may be accepted in lieu of a master's degree.

3. Initial appointment as Assistant Professor shall be contingent upon:

a) An earned master's degree in the subject or a professional certificate in his teaching field which requires a baccalaureate degree as a prerequisite, and

b) Nine semester hours of graduate work in addition to the master's degree and directly related to the candidate's subject area. Germane current full-time experience in industry, a profession or business may be considered, and

c) Four years of college teaching or equivalent professional experience in his subject area, such as high school teaching, or work experience. Generally, two or more years of such full-time, equivalent professional experience shall be counted as one year of college teaching experience.

4. Initial employment as an Associate Professor shall be contingent upon a minimum of 24 graduate semester hours in addition to the master's degree and directly related to his teaching field and a minimum of nine years of college teaching.

5. Initial appointment at the rank of Professor shall not be made, other than as an exception by the Board of Trustees.

6. Persons holding less than a bachelor's degree may be employed as "Assistant Instructor", but neither faculty rank nor continuing contract shall be awarded to anyone holding less than a bachelor's degree.

7. Generally, in computing years of teaching experience, only full semesters of full-time teaching shall count. However, appropriate part-time teaching may be considered and evaluated.

8. For purposes of this section, graduate credits in addition to the master's degree shall be those not also taught at the undergraduate level and shall be in addition to an earned master's degree (in contradistinction to the professional certificate as in A, 2 above).

9. The criteria stated above are generally to be considered minimum requirements, but other criteria in lieu of or supplementing those here stated may also be considered.

B. Procedure for the Employment of New Faculty

1. It is the responsibility of the President to recommend employment of professional personnel to the Board of Trustees.

2. It is the responsibility of the Dean to recommend employment of professional instructional personnel to the President.

3. The following procedures will be followed in the selection of professional instructional personnel covered by this Agreement:

a) When a professional, instructional employee is to be initially employed on a term contract, the President is responsible for soliciting candidates. He obtains applications, confidential references and other data on which employment judgments can be based and during the selection process makes these available for perusal in the President's office to

1) The Dean

2) The Division Chairman, and

3) Interested members of the appropriate division.

b) Applications and any supporting documents shall at all times be in the custody and supervision of the President.

c) The integrity of the confidential documents shall be maintained by all who are granted access to them.

d) The President, the Dean and the Division Chairman shall give consideration to the recommendations of all persons involved in the selection process.

e) The President then recommends one or more candidates to the Board.

4. Nothing stated herein shall limit the authority and responsibility of the President to make recommendations to the Board for employment, although, in general, the President will follow the procedures outlined above.

## ARTICLE VIII - PROMOTIONS AND PROCEDURES

### A. Promotions

An earned master's degree and the following criteria are generally to be considered minimum requirements but other criteria in lieu of or supplementing those here stated may also be considered.

#### 1. Promotion from Instructor to Assistant Professor:

- a) Four years of college teaching experience and
- b) Nine semester hours of graduate work in addition to the master's degree and directly related to the candidate's subject area, or
- c) Five years of full-time college teaching experience. Germane current full-time experience in industry, a profession or business may also be considered.

#### 2. Promotion from Assistant Professor to Associate Professor:

- a) Nine years of college teaching experience with at least three years of it at this College, and
- b) Eighteen semester hours of graduate work in addition to the master's degree and directly related to the candidate's subject area.

#### 3. Promotion from Associate Professor to Professor:

- a) Fifteen years of college teaching experience, at least five years of it at this College, and
- b) An earned doctorate in the field or a related field, or
- c) Is a faculty member on full-time contract during 1971-72 at the College who has completed at least 36 semester hours of graduate work in addition to the master's degree and directly related to the candidate's subject area and who has rendered unusually meritorious service in his field and to the College.

4. Generally, in computing years of teaching experience, only full semesters of full-time teaching shall count. However, appropriate part-time teaching may be considered and evaluated.

5. For purposes of this section graduate credits in addition to the master's degree shall be those not also taught at the undergraduate level and shall be in addition to an earned master's degree (in contradistinction to the professional certificate as in Art. VII, A, 2).

6. At any time prior to his applying for promotion, a faculty member may request an evaluation of his previous germane experience. The request shall be made to the Dean through his Division Chairman. The Dean shall consult with the Division Chairman and a recommended evaluation of the previous experience shall be prepared and included in the faculty member's personal file.

#### B. Procedures for Promotions

Step 1. A faculty member may request consideration for promotion no later than February 1 of the calendar year in which the promotion shall take effect. The Division Chairman may also initiate these procedures before February 1. In either case, the faculty member shall submit two copies of the Biographical Data form: one to his Division Chairman and one to the Promotions, Continuing Contract and Appointments Committee (PCCA) no later than February 1.

Step 2. The Division Chairman before March 1 shall forward to the Dean of the College his written recommendation and the consensus of the members of that Division with a copy to the PCCA Committee. He shall notify the faculty member in writing that this has been done. However, any individual faculty member who has submitted a recommendation to the Division Chairman may at his option submit copies also to the PCCA Committee and to the Dean.

Step 3. The PCCA Committee shall also forward its written recommendation to the Dean before April 1, and shall notify the faculty member in writing that this has been done.

Step 4. Before May 1, the Dean shall forward his recommendation to the President, together with the afore-mentioned documents.

Step 5. The President shall make his recommendation to the Board in time to permit a decision by the Board no later than the regular May meeting of the Board.

Step 6. The President shall inform the faculty member in writing of the Board's action within one week thereafter.

C. Promotions shall take effect the following September 1.

#### ARTICLE IX - PROFESSIONAL RESPONSIBILITY

The concept of academic freedom must be accompanied by an equally demanding concept of professional responsibility. Institutions of higher education are committed to open and rational discussion as a principal means for the clarification of issues and the solution of problems.

The personal life of a member of the academic community is not within the appropriate concern of the College except in such instances when the same is a detriment to the performance of his duties or brings opprobrium upon the institution. The use of physical force, psychological harassment, or other disruptive acts which interfere with institutional activities, freedom of movement on the campus, or freedom of all members of the academic community to pursue their rightful goals, is the antithesis of academic freedom and responsibility. So, also, are acts which, in effect, deny freedom to speak, to be heard, to study, to teach, to administer, and to pursue research.

It is incumbent upon each member of the academic community to be acquainted with his individual responsibilities as delineated by appropriate institutional statements.

Additionally, the concept of "institutional loyalty" still has a proper place within the academic community and imposes the further responsibility on all members of the academic community to attempt, honestly and in good faith, to preserve and defend the institution and the goals it espouses, without restricting the right to advocate change.

#### ARTICLE X - EMPLOYMENT CONTRACTS

##### A. Appointments

Appointments to the full-time teaching faculty shall normally be for a single academic year on a term contract for the first three full years of teaching service. The fourth contract issued by the College after three full regular academic years of continuous service shall be a continuing contract. The continuing contract shall terminate at the end of the academic year which falls within the fiscal year in which he reaches his 65th birthday.



## D. Contract Renewal

1. Within one week following the end of the first semester, the Dean, after consultation with the Division Chairman and receiving from him the opinions of the other division members involved, shall discuss with the President renewal of contracts and the granting of continuing contracts.
2. The President shall present his recommendation to the Board of Trustees at the February meeting of the Board.
3. It is mutually agreed that where a decision has been made by the President not to recommend renewal of contract or the granting of continuing contract, this information will be given informally to the faculty member by the President in confidence as far in advance of the February meeting of the Board as a decision is reached. Such decision shall be arrived at by the President only after consultation with the Dean and the appropriate Division Chairman.
4. Contracts shall be returnable by the faculty member to whom issued ten (10) days or less after the faculty member receives his, except that extension of time may be granted by the President.
5. Resignations from a term contract or a continuing contract shall be submitted in writing to the President no later than June 1 before the resignation is to take effect.
6. Notice of renewal of contracts, the granting of continuing contract, or a negative decision shall be given in writing to the faculty member involved no later than one week after the decision has been made by the Board. In the absence of a ratified Agreement between the Association and the Board for the subsequent academic year, such notice shall temporarily replace the term contract or continuing contract for the subsequent year and shall constitute a binding agreement to offer the contract when the Agreement has been ratified.
7. For those members of the teaching faculty who are appointed to full time teaching faculty duties at other than the start of the academic year, notice of renewal or nonrenewal shall be mailed to the last known address of the faculty member no later than the day following Commencement.
8. After the age of 65, full time teaching faculty may, with the approval of the Board of Trustees, be employed for additional one year contracts.



## C. Contract Terminations

1. Term Contracts. All term contracts shall terminate at the end of the academic year for which issued. A contract for full-time service for less than an academic year shall terminate on the date specified in the contract.

2. Continuing Contracts. Continuing contracts shall terminate for cause, retrenchment, resignation, or retirement.

3. Termination for Cause. Termination for cause will be as specified in Title D of Article VIII of the Personnel Policies of the Board of Trustees.

4. Termination for Retrenchment. The services of any member of the academic staff may be terminated in such events as insufficient enrollment, budgetary or statutory restrictions, program changes or eliminations or catastrophes.

a) If the President anticipates retrenchment may be necessary he shall consult with the Dean who shall solicit advice and recommendations from the Chairmen of all Divisions. The Dean shall also notify the President of the Association. Before making his recommendation to the Dean, the Chairman of the Division in which retrenchment is anticipated shall discuss the matter with the members of the Division and solicit opinions. The President shall consider these recommendations and make his own recommendation to the Board.

b) The decision on termination of service for retrenchment shall be determined by the Board, with consideration to the following criteria:

1) When instruction in the discipline is to be continued, the most effective teacher(s) will be retained.

2) When instruction in the discipline is to be continued, the most qualified faculty member(s) will be retained.

3) When instruction in the discipline is to be continued, the faculty member(s) with the earliest initial date of continuous employment shall be retained.

c) Any faculty member on continuing contract whose employment has been terminated for retrenchment shall be given first consideration in rehiring for the same position or a related position for which he is qualified. Any faculty member when rehired will be placed on the salary schedule

at the rank he held when his employment was terminated and with full credit for past experience at the College.

d) A faculty member being considered for retrenchment shall have a right to apply for any other position in the College for which: 1) he is eligible and qualified, and 2) for which the College is seeking candidates.

e) The Administration of the College will assist a faculty member whose employment has been terminated for retrenchment to secure a new position elsewhere by 1) informing the faculty member of known professional openings for which he is qualified and 2) will reply to all requests for references from prospective employers.

## ARTICLE XI - FACILITIES

### A. Faculty Offices

1. Assignment and reassignment of faculty offices shall be the responsibility of the Dean in consultation with the Division Chairmen.

2. All requests for changes in office assignments for the ensuing academic year shall be made in writing to the Dean through the Division Chairmen by April 30.

3. Each faculty member will be provided office space furnished with a desk, chair, file cabinet, two bookcases, and one side chair.

4. A telephone operating through the central switchboard of the College will be provided for each Division Chairman.

5. The number of faculty assigned to an office shall depend on the number of faculty employed and the number of offices available. The Dean will attempt in so far as the facilities will permit to assign comfortable and convenient office space to each faculty member.

### B. Faculty Secretaries

Two faculty secretaries, each assigned to a faculty supervisor designated by the Dean of Administration in concurrence with the Dean, will be employed. Faculty members will plan their requests of the faculty secretaries far enough in advance so that the work may be spread out in time. Faculty secretaries will not be permitted to do work of a personal nature for faculty members.

### C. Keys and Building Security

1. A faculty member upon request to the Business Office shall be issued and charged out with keys to the outside door of the building in which his office is located, his office, his lab or other special room requiring locking, his desk, and file. Keys are not to be duplicated nor transferred to other staff members. For security reasons, any loss of keys is serious and shall be reported promptly to the Business Office. Keys shall be returned to the Business Office at anytime they are no longer needed and at the termination of employment.
2. It is mutually agreed and understood that all faculty will assist in maintaining and insuring the security and protection of college property.
3. So that mail boxes may be available to faculty in the evening, access to the Administration Building shall be available from 6:30 p.m. to 8:45 p.m. on days when evening classes are in session.
4. A faculty member, by written request received by the Dean of Administration on or before August 17, may obtain a faculty mailbox with access restricted to the Receptionist.

## ARTICLE XII - FACULTY HOURS AND FACULTY LOADS

### A. Faculty Involvement

The determination of teaching schedules, class sizes, and room assignments is the responsibility of the Dean of the College. Before making these decisions, insofar as it is feasible, the Dean shall continue to receive recommendations from Division Chairmen. The Division Chairmen shall continue to make their recommendations in consultation with the appropriate members of the Division. However, it is the policy of the College to foster the development of innovative programs and procedures designed to improve effectiveness of the educational program. Toward this end the Administration, in recognition of the expertise, knowledge and experience of the faculty, invites and urges the active involvement of the faculty in developing recommendations for such innovations.

### B. Regular Faculty Loads

1. The scheduled full-time faculty load shall not exceed 30 credit hours for the academic year or 22 instructional clock hours per week whichever is less with the following exceptions:

- a) With 3 and 4 credit hour courses in mathematics it is not possible to assign 15 credit hour loads to each mathematics faculty member, therefore, the maximum load for

mathematics faculty shall be 32 credit hours in the academic year provided that the average load among full-time mathematics faculty shall not exceed 30 hours in the academic year.

b) For Division Chairmen, the load as stated above shall be 24 credit hours for the academic year or 18 instructional clock hours maximum per week.

c) If the Dean of the College plans to assign more than 15 credit hours in any semester (16 for mathematics faculty) he shall consult the Division Chairman and the faculty member and give consideration to the number of preparations.

2. The Dean, in establishing class schedules, will recognize the following considerations as relevant:

- a) The needs of students to meet requirements for the degree
- b) The number of preparations of each faculty member.
- c) The limitations imposed by the classrooms, laboratories, and equipment available.
- d) The provision of classes in the evenings.
- e) Spreading faculty and student loads over the 5-day work week.
- f) Avoiding a faculty schedule which includes more than two evenings per week.

#### C. Other Employment

1. Faculty members owe primary attention to their college duties and may accept outside employment or other commitments during the regular semester sessions of the College only if

- a) such outside employment or commitments do not interfere with or reduce the faculty member's service to the College and/or its students, and
- b) approval for such outside employment or commitments has been given by the President upon recommendation of the appropriate Division Chairman and the Dean.

2. Faculty members may by mutual agreement be engaged and paid by the College for special professional duties connected with non-credit service courses. The approval of the Dean is required for all such duties. The amount of remuneration shall be arranged by mutual agreement between the faculty member and the appropriate administrative officer(s) of the College.

3. When a faculty member (who is not a member of the physical education staff) volunteers to coach an inter-collegiate athletic team without remuneration from the athletic budget, this agreement must be approved by the appropriate Division Chairman, who will report it to the Dean. The Dean will seek prior to the start of the semester to reduce the assignment for that faculty member subject to agreement with the faculty members of his Division, and provided it can be done without injury to the program of the College. Inter-collegiate athletic activities are not supported by direct financial payments from the College operating budgets.

#### D. Other Conditions

1. The faculty member shall meet and conduct all classes as regularly scheduled unless prior notice has been given and approval obtained from the Dean. Changes in class schedules or in location of classes shall not be done without prior approval of the Division Chairmen and the Dean.

2. The faculty member shall cooperate in providing in the interest of competent instruction coverage for classes in the absence of another faculty member as far as ability and commitments will permit.

#### ARTICLE XIII - CLASS SIZE

In a small college with diverse curricula, class size of necessity may vary from less than 5 to more than 50. Therefore, class size shall be determined on the basis of the overall welfare of the College, which includes the needs of students, the facilities available and the nature of the class.

1. In advance of the registration for each semester, preliminary class sizes shall be set by the Dean in consultation with the Division Chairmen.

2. Preliminary class sizes shall be enlarged by steps of five when all sections fill or enlarged when necessary because of student scheduling conflicts. However, enlargements shall be made only when

a) the enrollment is larger than that on which the class sizes were established; or,

b) students require the course for graduation. Enlargements will be done only with the written approval of the Dean after consultation with the Division Chairman and the faculty member when practicable.

3. For the purpose of equalizing and leveling the enrollment in the multiple sections of Freshman English, and not to be interpreted as lowering the present practice of 25 students within each section, the initial limit of 20 openings per section of English 101-102 shall be set at the time of registration for these sections. Once the purpose is accomplished, enlargement will be automatic up to 25. Beyond 25, the procedures as outlined in 2 above will apply.

#### ARTICLE XIV - FACULTY RECORDS AND EVALUATION

##### A. Faculty Records

1. The official personnel file on each member of the faculty will be kept by the Dean, and shall contain only the following items:

a) Application form and letters, plus selective correspondence on employment.

b) Confidential references and request for same, including placement office dossiers. Internal evaluations and communications shall not be considered confidential and will be subject to examination by the faculty member.

c) Continuing contract and notice(s) of awarding of contract(s) and/or promotion(s).

d) Photograph(s) for publicity purposes.

e) Transcripts and Faculty Data Sheet.

f) Materials on granting of, and request for, sabbatical leave(s).

g) Reports on class visits by Division Chairmen, Dean, President, and annual reports on evaluation conferences.

h) Intra-college memos on assignments and other internal communications.

i) Excuses from graduation ceremonies and other official college functions.

j) Materials on outside employment during academic year.



k) Correspondence and documents on Selective Service Deferments.

l) Materials on special subsidies for study and tuition-waiver forms.

m) Materials on exceptional achievements and special contributions to the College.

n) Materials on exceptional civic achievements.

o) Report on conference or special study attendance.

p) The faculty member's publications and abstracts.

q) Invitation to speak at Board meeting(s).

r) The annual president's letter to each faculty member.

2. Within one week following a faculty member's request, and at a time convenient to both, the faculty member shall examine his own file, including evaluation documents, but excepting only confidential references, and have any non-confidential part duplicated for his own use. If any of the items listed above is missing from the file, except h through r, which are more than two years old, the faculty member may request the written reasons thereof to be inserted into his files. The Dean at his discretion may discard any items h through r listed in Item 1 above which bear a date more than two years earlier than the date of discard.

3. The faculty member shall have the right to add to his own file a written reply to any document therein contained or to institute Grievance Procedures.

4. Faculty files are restricted to the President, the Dean, the appropriate Division Chairman, the faculty member, and members of the Board of Trustees.

5. Faculty files may not be removed from the office in which they are kept except under the supervision and control of the person responsible for maintaining these files.

## B. Faculty Evaluation

1. Evaluations of classroom visits shall be in writing with a carbon copy to the faculty member within two working days following the visit except in extenuating circumstances. Within two weeks after the visit, the faculty member shall have the opportunity to review the evaluation with the visitor and, at



his option, to initial it. No later than three weeks after the visit the evaluation shall be forwarded to the Dean for inclusion in the faculty member's file.

2. The qualities to be considered in evaluating faculty members shall be those which determine their effectiveness in performing their prescribed duties and their general contribution to the general aims of the College and the welfare and improvement of the community. Specifically, such evaluations shall be limited to the following factors:

- a) Effectiveness in teaching as demonstrated by but not limited to the judgment of colleagues, the appropriate Division Chairman, the Dean, and the President, and his general reputation among students.
- b) Mastery of subject matter as demonstrated by but not limited to the judgment of colleagues and/or administrators, advanced degrees, certificates, licenses, honors, awards and reputation in his field.
- c) Effectiveness of college service as demonstrated by but not limited to successful committee work, assigned administrative duties, contributions within his Division and contributions to the objectives of the College.
- d) Effectiveness in serving the students of the College as demonstrated by but not limited to serving effectively as adviser to student groups, advisement to students either as assigned or voluntary, supervision and participation in student activities and demonstrated interest in students.
- e) Continuing growth as demonstrated by but not limited to keeping abreast of current developments in his field and/or other intellectual interests, continuing formal or informal education, membership and participation in professional organizations and demonstrated ability to handle successfully increased responsibilities.
- f) Contribution to and involvement in civic activities as a contributing member of his local community.

It is recognized that an individual may excel in a few of the factors listed above and such excellence may compensate for minimum achievement in other areas. However, the predominating consideration will always be given to factor a.

3. It is understood and agreed that classes may be visited by the appropriate Division Chairman, the Dean, and/or the President. The faculty member and the Dean shall be advised in

writing and before noon at least twenty-four hours before such visits. A faculty member may request a delay of visit. Ordinarily, a class visit shall be for the entire period of the class, but may be shorter if the circumstances make such an earlier termination of the visit desirable or necessary, or when the period of the class extends for more than fifty minutes. However, the written evaluation shall be made only when the visit extended for at least thirty minutes of the class period. Following the visit, the visitor will write out an evaluation for inclusion in the faculty member's file.

4. Classes of all faculty members who are not on continuing contract will be visited at least once a year; classes of faculty members who are on continuing contract may be visited.

5. At least once each year, each faculty member shall have an evaluation conference with his Division Chairman. At such conference, the faculty member's total academic and professional progress for that year and cumulatively to date shall be reviewed. Immediately following this discussion, the Chairman shall prepare a record of discussion. Such record shall become a part of the faculty member's Official Personnel File in accordance with the provisions for making it a part of such file as set forth under the provisions made above for Official Personnel Files.

#### ARTICLE XV - FACULTY LEAVES

Faculty leaves shall be governed by the Provisions of Article VII of the Personnel Policies of the Board with the following changes:

A. A faculty member who assumes as an overload (as provided in Article XII, D 2) the teaching of a class of a faculty member who is ill shall be compensated at the regular hourly rate for substitute teachers for classes conducted after the first session of the class.

A faculty member who assumes as an overload the teaching of a laboratory session of a faculty member who is ill shall be compensated at half the regular class-hour rate for substitute teachers for each laboratory hour conducted after the first laboratory session.

The following special interpretations on "class" hour versus "laboratory" hour compensation will apply:

1. Hours covered by a faculty substitute in art courses which include "studio" hours shall be considered as laboratory hours.
2. Hours covered by a faculty substitute in typewriting, office machines, and shorthand shall be considered as laboratory hours.

All other business courses and all music courses, even when the hours scheduled are more than the credit hours for the course, shall be considered as class hours.

3. Theater 102, Engineering 107-8, Tech 109-10, Tech 213-14, Tech 225, and Physical Education 107 through 120 shall be considered as laboratory.

4. Nursing clinical sessions shall be considered as laboratory.

5. Language classes held in the language laboratory shall be considered laboratory.

6. Classes which are scheduled for 75 minutes in length shall be considered as  $1\frac{1}{2}$  class hours.

B. Sick leave shall be granted on the first day of the academic year at 12 work days per annum cumulative to 180 days. (work days are all days the College is in session during the academic year). Faculty members who start full-time professional employment at the College at other than the start of the academic year shall be granted sick leave days pro rata on a 10-month basis on the first day of employment.

C. On request and upon recommendation by the appropriate Division Chairman and the Dean, personal leave shall be granted at the discretion of the President.

D. Sabbatical leaves shall be granted as provided in the Personnel Policies.

1. A member of the academic staff on sabbatical leave may, with the prior approval of the President, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purpose of the leave. In such cases, the President may adjust the sabbatical leave salary to reflect only additional taxable income, should this income together with the sabbatical leave salary exceed the salary he would normally receive from the College.

2. The period of sabbatical leave shall be credited as continuing service for retirement and for salary purposes. Fringe benefits of Retirement, Health Insurance, and Social Security which the faculty member has at the time of the start of the sabbatical leave shall continue in effect during the said leave on the same basis as offered to all faculty members.

#### ARTICLE XVI - FACULTY ORGANIZATION AND GOVERNANCE

A. For the purposes of this article, the Faculty shall be defined as consisting of all full-time administrators (except the Director

of Finance and the Director of Facilities and Maintenance), directors, librarians, counselors, and teaching faculty.

B. The faculty shall meet regularly once a month, with a seminar at the beginning of the Fall semester. Other meetings may be called as provided in Article II, Section J, of the Faculty By-laws. The agenda for faculty meetings shall be prepared by the Agenda Council.

C. The Faculty shall have the responsibility to make recommendations to the administration regarding the educational program of the College.

D. The President shall preside over all meetings of the Faculty unless he designates an alternate as provided in Article II, Section A, of the Faculty Bylaws. Faculty meetings shall be conducted under Robert's Rules of Order, Newly Revised. Among the agenda of every regular faculty meeting shall be a report of the President of the Faculty Association, who shall be allowed ten minutes for the report.

E. The present committee structure contained in the Faculty By-laws shall continue until altered by the procedures provided therein and in addition the following Association committees shall continue as follows:

A PCCA Committee, composed of five members of the Association, who are also members of the Faculty, elected annually by the Association shall make recommendations to the Faculty who may consider such recommendations for submission to the President of the College. This Committee shall recommend policy to the Faculty in all matters concerning the general welfare of the Faculty covered by this Agreement including appointment, reappointment, promotions and sabbatical leaves.

A Grievance Committee, composed of not less than three members of the Association, who are also members of the Faculty, elected annually by the Association function as indicated in the Grievance Procedure (Art. XX). Not more than one member of this Committee shall be on other than a continuing contract and no Division Chairman shall be eligible for election to this Committee. Where a member of this Committee is a party to any grievance, the Association shall appoint a replacement to the Committee until the grievance is resolved.

#### ARTICLE XVII - INSURANCE AND RETIREMENT

##### A. Health Insurance

The College will pay the full premium for the individual and seventy-five percent (75%) of "Family Plan" (Individual and De-

pendent Coverage of the New York State Health Statewide Insurance Plan). For the G.H.I. Plan, if chosen in lieu of the Statewide Plan, the College will pay an equivalent dollar amount.

**B. Public Liability and Personal Property Insurance**

The College shall continue to carry public liability and personal property insurance.

**C. Retirement benefits** shall be provided as mandated by the Laws of the State of New York.

**ARTICLE XVIII - SALARY**

**A. Salary Pay Periods**

The Salary work year shall be from September 1 through June 30 for the academic year. The salary of each faculty member shall be paid to him biweekly. Pay periods shall be scheduled for either 22 or 26 payments at the discretion of the faculty member. Any request for a change in the number of pay periods shall be made prior to the start of the salary year.

**B.** The faculty member shall have the option of receiving the last four salary payments (provided he is scheduled for 26 pay periods) with his 22nd payment. The faculty member desiring this shall inform the Dean of Administration in writing no later than the first of June.

**C. Salary schedule for 1972-73 and for 1973-74**

	<u>Instructors</u>	<u>Asst. Profs.</u>	<u>Assoc. Profs.</u>	<u>Professors</u>
Minimum	\$ 8,550.00	\$ 9,600.00	\$ 10,850.00	\$ 12,200.00
Maximum	11,350.00	13,600.00	16,250.00	19,200.00
Increment	550.00	625.00	700.00	775.00

1. Each full-time member of the teaching faculty who has been a full-time member of the teaching faculty for the entire preceding academic year either on campus or on a sabbatical leave and who is continued as a full-time member of the teaching faculty for the succeeding year on either a term contract or on continuing contract shall be paid for 1972-73 at the rate of his 1971-72 contract salary (exclusive of emoluments) increased by the increment listed above and for 1973-74 at his 1972-73 salary (exclusive of emoluments) increased by the increment listed above.

2. In addition to the above, each faculty member who has been promoted to a higher academic rank shall receive the increment for the higher rank and, in addition, the following increments:

If promoted to the rank of assistant professor:	\$100.00
If promoted to the rank of associate professor:	200.00
If promoted to the rank of professor:	400.00



3. No salary for any year shall exceed the maximum as stated above for the rank, except that the maximum for division chairmen and director of athletics shall not limit the emolument granted for these responsibilities.

4. The term contract or salary notice sent annually to each full-time member of the teaching faculty shall specify the academic rank.

5. In consideration of agreement by the Association before September 1, 1972 on the terms of this Agreement between the Faculty Association of Adirondack Community College and the Board of Trustees, the Board hereby agrees to pay retroactively to September 1, 1972, the 1972-73 salaries as specified above.

#### ARTICLE XIX - ASSOCIATION USE OF COLLEGE FACILITIES

A. The Association and its representatives shall have the privilege of using appropriate college facilities for its meetings with the consent of the Dean of Administration, provided a written request is submitted by noon on the Friday preceding the week (Monday through Sunday) in which the proposed meeting is to be held.

The second Thursday of every month from noon until 1:00 P.M. Room T103 shall be reserved for Association meetings. The administration reserves the right to provide an alternate meeting place on campus, should T103 be needed for other purposes and shall give at least ten (10) days notice to the Association of such change. The Association shall confirm with the Dean of Administration the intended use within 10 days but no later than noon of the Friday preceding the meeting each month.

B. The Association may post notice of its activities and matters of concern to the members of the Association on the bulletin board provided in the Faculty Lounge. The Association may use the faculty mailboxes for communications to any or all members of the Faculty.

C. The Association with authorization by the Dean of Administration shall have the privilege of using on campus at reasonable times college equipment. When needed for Association business, such equipment will include typewriters, duplicating equipment, calculating machines, and audio-visual equipment when such equipment is available. The Association will reimburse the College for all expendable college supplies which it uses, such reimbursement to be determined and agreed upon with the Dean of Administration before such supplies are used. If the Association elects to purchase supplies outside the College, the Association's stock of such supplies shall be kept separate from College supplies and shall be clearly and continually marked as being Association property.

## ARTICLE XX - GRIEVANCE PROCEDURES

## A. General Provisions

1. Every employee or group of employees covered by this Agreement shall have the right to present grievances in accordance with the appropriate procedures. Grievances must be initiated in writing within forty-five (45) calendar days after the occurrence alleged to be a grievance occurred.
2. It shall be a fundamental responsibility of administrators having supervisory functions at all levels to carry out the purposes of these provisions commensurate with the authority delegated to them.
3. Every person or organization who has the right to bring a grievance hereunder has the right to be represented at all Steps thereof by any representative of his own choice, except that, if the Association is not chosen as the representative of the grievant, it shall have the right to have a representative present at each Step of the grievance procedure, which representative may participate to the extent of presenting the position of the Faculty Association.
4. Group grievances shall be initiated by the individuals aggrieved but shall be processed by the President of the Association, or his designate. However, all aggrieved individuals shall sign a petition specifying the grievance.
5. In any instance where the Association is not represented in the grievance procedure, the administrator making the decision will notify it in writing of the resolution of the grievance at each Step.
6. The failure of an administrator at any level to communicate his decision to the grievant within the proper time limit shall permit the grievant to proceed to the next Step of the grievance procedure.
7. The failure of a grievant to appeal a grievance to the next Step within the proper time limits shall constitute a withdrawal and shall bar further action on the grievance.
8. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons involved in the grievance. It shall not be a public hearing and shall be scheduled when possible so as to avoid interference with class schedules.
9. All forms referred to throughout the contract and Personal



Grievance Procedures shall be supplied by the Board and mutually agreed upon by the Board and the Association.

10. To promote the effectiveness of the grievance procedures, there shall be no release of information to the public media nor publicity given until the final resolution of the grievance.

## B. Contract Grievance

1. Definition: A Contract Grievance is a dispute concerning the interpretation of a specific term, condition, or provision of this Agreement. Disputes which do not involve the interpretation of a specific term, condition, or provision of this Agreement; matters for which other means of resolution have been provided within this Agreement, or foreclosed either by this Agreement or by statute, statutory rule or regulation shall not be considered a contract grievance.

2. The Contract Grievance procedure shall be as follows:

a) All grievances shall be discussed first between the grievant and his immediate administrative person (e.g. Division Chairman, Dean) on an informal and face-to-face contact to attempt in good faith to resolve the differences between them without invoking the steps as hereinafter set forth.

b) Step One - The grievant shall formally initiate his grievance by presenting it in writing to the immediate administrative person who shall have authority to render a decision disposing of the grievance. If such grievance is not satisfactorily resolved at Step One within five (5) working days, the administrator shall communicate in writing his decision to the grievant before the end of the sixth (6th) working day after the grievance has been presented.

c) Step Two - If the grievance has not been resolved at Step One, the grievant may appeal the decision to the President within ten (10) working days after receiving first step disposition. The President may designate a person or persons with authority to hear the grievance. The appeal shall be in writing on approved forms and shall set forth specifically the nature of the grievance and the facts relating thereto. The President shall set a hearing date which is within five (5) working days of receipt of the grievance, and the grievant at Step One shall be notified of such a hearing within 24 hours of his decision and at least two (2) working days before the date of such a hearing. At Step Two hearing, the grievant may appear and present oral and/or written statements or arguments either directly or through witnesses and

may examine witnesses. The final determination at Step Two of the grievance shall be made by the President either after personal hearing or upon the basis of a written report and recommendation by his designee(s). The President in consultation with his Board of Trustees shall communicate his decision in writing together with the supporting reasons to the grievant, his representative, if any, and/or to the Association within fifteen (15) working days after completion of the hearing.

d) Step Three - If a grievance has not been resolved at the conclusion of Step Two, it may be appealed to arbitration pursuant to written notice filed with the President within five (5) working days after receipt by the grievant and his representative, if any, of the decision rendered by the President. No appeal to arbitration shall be made without the written approval of the Grievance Committee of the Association. Within five (5) working days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the five (5) days, a request for a list of arbitrators will be made to the Public Employees Relations Board by either party. The parties will then be bound by the rules and procedures of the Public Employees Relations Board in the selection of an arbitrator.

### 3. Arbitration

a) The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him.

b) The arbitrator shall have no power to add to or subtract from, modify or expand the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond his, its or their powers, as provided by law or otherwise.

The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor include in the decision observations or declarations of opinion not essential to the reaching of the determination.

A record of the proceedings shall be made. All fees and expenses of the arbitrator and the stenographer which may be involved in the arbitration proceeding shall be equally divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

c) The award of the arbitrator shall be in writing and is to be signed by the arbitrator. The award will set forth the findings of fact and conclusions of the arbitrator upon which the award is founded.

If either party within fifteen (15) calendar days after an arbitrator's decision states in writing to the other party its intention to seek clarification or interpretation of the decision submitted, then both parties will agree to appear before the arbitrator. Unless an application to vacate or to modify the decision is made pursuant to Section 7511 of the New York Civil Practice Law and Rules within 90 days after delivery of the decision to applicant, the decision of arbitrator will be accepted as final without further legal procedure and the parties shall take the necessary corrective action as indicated by such interpretive decision.

### C. Personal Grievance

1. Definition: A personal grievance is an allegation by an employee that there has been an arbitrary or discriminatory application of, or a failure to act pursuant to, the Personnel Policies and Bylaws of the Board or the provisions of this Agreement, any or all related to the terms and conditions of employment. A complaint is an informal claim by an employee of unfair, arbitrary, or discriminatory treatment. A complaint may, but need not, constitute a personal grievance.

#### 2. Procedure for Handling Complaints:

Any employee may present and discuss his complaint either with his supervisor or with the person designated by the President to hear complaints. This discussion of the complaint shall be informal and any settlement, withdrawal or disposition shall not be deemed binding as a precedent in the settlement of complaints involving similar circumstances.

#### 3. Procedure for Handling Personal Grievances:

a) All grievances shall be discussed first between the grievant and his immediate relevant administrator (e.g. Division Chairman, Dean) on an informal and face-to-face contact to attempt in good faith to resolve the difference between them without invoking the steps as hereinafter set forth.

b) Step One - The grievant shall formally initiate his grievance by presenting it in writing to the immediate administrative person who shall have authority to render a decision disposing of the grievance. If such grievance is not satisfactorily resolved at Step One within five (5) working days, the administrator shall communicate in writing his decision to the grievant before the end of the sixth (6th) working day after the grievance has been presented.

c) Step Two - If the grievant is not satisfied with the determination made at Step One, he may appeal such determination to the President. Such appeal must be made in writing on approved forms within ten (10) working days after the issuance of the Step One determination. The grievant, if he so desires, may request a hearing for the purpose of fact-finding before a Standing Committee composed of three members of the Grievance Committee, one Trustee, and two Administrators, the last three to be selected by the President. The Committee shall select its own Chairman and draw up its own set of rules of procedure. The Committee shall transmit to the President of the College in writing, a report of findings of fact made by said Committee, together with advisory recommendations within five (5) working days after the conclusion of the hearing. The President shall meet with the grievant within fifteen (15) working days after receiving the appeal or within five (5) working days of the receipt of the report of the Committee, as the case may be, for the purpose of discussing the grievance. Within ten (10) working days following the last such meeting, the President shall issue a written determination and send it to the grievant. There shall be no further appeal from such written determination concerning matters involving academic judgment or relating to appointment, reappointment, continuing contract or promotion.

d) Step Three - If the grievant is not satisfied with the Step Two determination concerning a matter other than one involving academic judgment or relating to appointment, reappointment, continuing contract or promotion as to which the Step Two determination shall be final, he may file a written appeal with the Board on approved forms. Such appeal must be made within seven (7) working days after the issuance of the Step Two determination. The Board shall issue its determination, in writing, within thirty (30) days. There shall be no further appeal from a determination by the Board.

#### 4. Representation:

The grievant may be represented by a person of his own choice at any and all of the three steps of the Personal Grievance

Procedure, except that no employee, officer or representative of an employee organization other than the Association may appear as such employee's representative.

## ARTICLE XXI - MISCELLANEOUS PROVISIONS

### A. Faculty Consultation on Building Programs

In formulating designs and plans for the construction of new buildings or major alterations of existing building, it shall be the policy of the Board to solicit recommendations from appropriate members of the faculty and to consult with them on the progress and development of such designs and plans. The President shall appoint an ad hoc committee of the faculty, appropriate to the project under consideration, to make recommendations and suggestions. It shall also be the responsibility of the committee to report back to the Faculty.

### B. College Calendar

The determination and preparation of the College Calendar is the responsibility of the Administration. However, it is the policy of the College to involve the faculty (and students) actively in its preparation through a Calendar Committee appointed by the President which shall include the members of the Academic Standards Committee and three representatives of the Association. The Committee shall work jointly with the Administration in developing the calendar before the end of November. It is the intent herein that the number of days the College is in session in an academic year not be changed substantively.

### C. Office Hours

1. Each faculty member shall be available in his office for consultation with students during at least five hours per week divided among at least four different days.
2. Each faculty member shall post the time and location of at least two additional hours per week during which he will be available on campus for student consultation.
3. These hours are in addition to his scheduled classes and may be scheduled at his convenience. However, each faculty member shall schedule these hours so as to be available to as many students and advisees as practicable. In accordance with the philosophy of the College, each faculty member will schedule appointments for and assist the weaker students in his classes.
4. Each faculty member who teaches night classes may schedule one of his office hours during the evening.



5. Class schedules and office hours shall be posted by each faculty member with copies to the Division Chairman and the Dean. The schedule of office hours shall normally remain constant for a semester.

6. It is understood that the faculty member is available for the entire period of his scheduled office hours. However, if no student has been scheduled for the last half of any office hour and no student appears for a consultation and no other academic commitment requires his presence, the faculty member may terminate that office hour after the first half hour.

D. The meetings of the Board are open to the public and any person so desiring may attend. Board Minutes are public documents and the President shall make available for inspection such portion of said Minutes to the President of the Association as the President of the Association deems necessary for matters connected with the Association; the President of the Association shall justify in writing such a request. Inspection of the Minutes shall be done in the President's Office.

E. Board policies and rules with revisions are to be published annually in the Faculty Handbook. Before the Handbook is duplicated the administration shall provide an opportunity for a committee of not more than three (3) members of the Association to meet with the administration and to review the content and make recommendations in relation to the content of this Agreement.

F. Where either regular or special assignments for professional duties require extra travel to a point more than ten (10) miles one way from campus, the regular travel allowance as provided in H below shall be paid by the College for actual additional miles traveled, and with proper documentation.

G. Notice of a promotion shall be given to the faculty member who is promoted before release to the news media.

Faculty shall be notified by the Dean or President of any vacancies or new positions in the professional staff in advance of release to the news media.

H. When both sponsoring counties increase their mileage allowance to an amount greater than ten (10) cents per mile, this increase will be effective for all authorized and approved travel made subsequent to such increase. If there is a difference in mileage reimbursement allowance between the two sponsors, the College rate shall be the lower of such rates.

I. A faculty member involved in extra-curricular activities such as the yearbook, newspaper, dramatics, cultural affairs or student

organizations is contributing to the educational development of his students and, as such, is entitled to freedom from unwarranted and capricious controls in the direction and supervision of these activities. As an advisor he shall be entitled within the guidelines established as provided herein, to hold and express any view or opinion not contrary to law involving, but not limited to social, economic, political, artistic and educational issues related to the activity he is supervising.

To deal with the problems of freedom and responsibility in this area, a standing faculty committee (Standards and Practices) has been established. It is composed of two administrators, appointed by the President, two faculty members elected by the Faculty, and two students selected by the Committee. The duties of the Committee are as follows:

The Standards and Practices Committee shall be responsible for the development and annual review of the policies and guidelines for extra-curricular activities and their publication following approval by the President and the Faculty. In drawing up and revising these guidelines, the Committee shall recognize and take into account institutional and community standards when dealing with controversial matters. It shall be the responsibility of this Committee to provide the Administration, the Faculty, and the Faculty Advisors with advice, counsel, and clarification in the implementation of the policies and guidelines relating to extra-curricular activities.

The present guidelines for student publications shall remain in effect until or unless replaced by the provisions above.

J. Faculty members shall be reimbursed for mileage expense for the use of their own personal vehicles, as provided herein, for authorized field trips in connection with and appropriate to their assigned classes. In determining the educational soundness and practicality of such field trips, prior written approval shall be obtained from the appropriate Division Chairman and the Dean. The faculty member's personal vehicle shall be used only when the college station wagon is not available. The reimbursement which the faculty member receives shall be made in accordance with Section I above and Art. VI, B, which provides the authorization procedure in the Travel Request Form.

#### K. Prior Consultation on Administrative Personnel

It is the responsibility of the Board of Trustees to select the President and the Academic Dean of the College. However, it is the Board's intent that the Faculty be actively involved in the selection. When a vacancy in either position occurs, each Division shall select one of its members to participate in the selection process.



Every effort will be made to involve each representative in the initial review of applications, interviews with candidates, and each representative shall submit a written evaluation of his choice to the Board. Other faculty members are encouraged also to participate in the selection process. Substitutes will be provided by the Division in absence of a representative. It is the intent of this provision to provide as much continuity as possible.

L. For their administrative duties the Division Chairmen shall be compensated by a reduction in teaching load as provided in Article XII, B 1, b (which represents approximately 20% of his salary allocated to this administrative function), and an additional emolument of \$300 per academic year, prorata. A like amount, prorata, shall be paid to the Director of Athletics for his administrative duties. This shall be in addition to a reduction in teaching load as provided in Article XII, B 1 b.

M. It is the responsibility of each member of the faculty to maintain and improve his professional growth. To this end the College, as stated in Article VI, subsidizes participation in professional meetings, workshops, and conferences to the extent that the budget and prudential considerations permit. In addition, the College encourages the members of the professional staff to suggest and to recommend to the Dean through the Division Chairman, guest lecturers, in-service seminars on campus, and other means to support professional growth. Where the resources of the College will permit, the Dean will request necessary and reasonable support from the President, who shall make the final decision.